

American Computer Development, Incorporated

5350 Partners Court

Frederick, MD 21703

This letter, dated January 9, 2009, shall memorialize the agreement (this "Agreement") between American Computer Development, Inc. ("ACDI Purchaser") and Circuit City Stores, Inc. and its affiliates (collectively, "Circuit City") with respect to the assumption and assignment of: (i) a certain Lease Agreement (as defined on Schedule A, which is attached hereto and by this reference made a part hereof) by and between Circuit City (as Tenant) and Current Landlord (as defined on Schedule A); and (ii) the Sublease (as defined on Schedule B, which is attached hereto and by this reference made a part hereof) by and between Circuit City (as Sublessor) and American Computer Development, Incorporated (as Subtenant).

ACDI Purchaser and Circuit City have agreed that Circuit City shall withdraw the Lease and Sublease from the proposed order approving the Debtors' First Omnibus Motion For Order Pursuant To Bankruptcy Code Sections 105(A) And 365(A) And Bankruptcy Rule 6006 Authorizing Rejection Of Certain Unexpired Leases Of Personal Property (Docket No. 998) (the "Rejection Motion") and, in conjunction herewith, Circuit City shall obtain an order, in form and substance satisfactory to ACDI Purchaser, in its reasonable discretion, authorizing the sale free and clear of all liens, claims and encumbrances and the assumption and assignment of the Lease and the Sublease to ACDI Purchaser or its designee (the "Order"), subject to the following terms and conditions:

- ACDI Purchaser shall release Circuit City from any and all Claims (as defined in the Bankruptcy Code) arising from or related to the Sublease or the Lease that the Subtenant has asserted or may assert against Circuit City, including without limitation, Claims under 11 U.S.C. §§ 365, 502 or 503 (the "Release Obligations");
- ACDI Purchaser shall indemnify Circuit City from any and all Claims of Current Landlord, arising before or after this Agreement, against or related to Circuit City or its bankruptcy estate including, for the avoidance of doubt and without limiting the generality of the foregoing, any claims Current Landlord may have for any rents, actually paid by the Subtenant to Circuit City in advance of the entry of the Order (the "Indemnity");
- ACDI Purchaser shall pay all documented and court approved Skadden bundled rate structure fees and expenses incurred by Circuit City after December 19, 2008 in connection with the transaction contemplated by this Agreement and the Agreement, dated December 19, 2008, between Maryland Acquisitions LLC and Circuit City (collectively, the "Lease Motion Fees and Expenses"), provided that a final Order is entered approving the assignment and sale of the Leases to ACDI Purchaser. Circuit City shall inform ACDI Purchaser in writing of the aggregate amount of the Lease Motion Fees and Expenses incurred through January 14, 2009, on January 15, 2009. Payment of the Lease Motion Fees and Expenses shall be made within 15 days of receipt of an invoice from Circuit City detailing the Lease Motion Fees and Expenses; and

- ACDI Purchaser shall pay \$40,000 to Circuit City as consideration for the assumption and assignment of the Lease and Sublease; and
- Circuit City hereby represents and warrants unto ACDI Purchaser that: (i) the Lease and Sublease have not been assigned, transferred or conveyed by Circuit City; and (ii) the Lease and Sublease have not been modified or amended except as set forth on Schedule A and/or Schedule B.

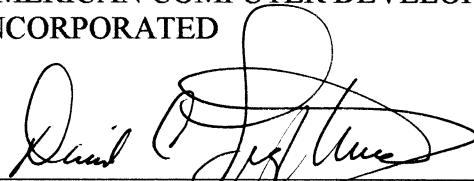
Circuit City and ACDI Purchaser agree that ACDI Purchaser shall have the right to withdraw from this transaction and cancel all of its remaining obligations hereunder prior to the entry of the Order.

Notwithstanding anything to the contrary herein, ACDI Purchaser agrees that the terms and conditions of this Agreement are subject to and conditioned upon receipt by Circuit City of its postpetition secured lenders' approval, which must be received by Circuit City at or prior to the hearing on the Rejection Motion. In the event that Circuit City does not obtain such consent, Circuit City will proceed with the hearing on the Rejection Motion and shall have no liability to ACDI Purchaser under this Agreement.

CIRCUIT CITY STORES, INC.

By: _____
Its: _____

AMERICAN COMPUTER DEVELOPMENT,
INCORPORATED


By: David C. Lightweir
Its: Chief Financial Officer